

## REFER A FRIEND CAMPAIGN

### BAYPORT FINANCIAL SERVICES 2010 (PTY) LTD ("BAYPORT/US/WE/OUR")

#### General Terms

The terms and conditions (T's & C's) set out below apply to all participants submitting entries for refer a friend campaign conducted by Bayport Financial Services 2010 (Pty) Ltd ("Bayport").

The T&Cs are applicable by virtue of you taking part in the Offer and/or accepting any referral fee. By taking part in the Offer and/or accepting any referral fee, you agree that you have read, understood and agreed to be bound by these T&Cs existing at that time.

These terms and conditions will, at all times, remain available on the refer a friend referral webpage. Bayport reserves the right to cancel or amend all or any part of the campaigns rules, without notice for any event that is outside of Bayport's reasonable control. Any changes to the rules or cancellation of the campaign will be posted on the refer a friend webpage. Any queries or comments can be directed to referafriend@bayport.co.za

It is the responsibility of the entrants to keep themselves informed as to any changes to the rules. Bayport shall not be liable to any participant or third party, and each participant waives any rights that he or she may have against Bayport, as a result of any such cancellation, suspension or termination.

#### The Participation Offer

- 1.1. We are rewarding those of our employees who can successfully refer a prospective client, who must be a friend or a family member that meets Bayport's credit granting criteria by giving them a referral fee for every successful loan application that is approved.
- 1.2. You will be eligible to receive a referral fee if –
  - 1.2.1. You refer a friend or family member from the online platform provided
  - 1.2.2. The person you referred applies on the channel that we provide i.e. clicks on the apply button provided on the email or requests a call me back on the form provided
  - 1.2.3. The person you have referred enters into a valid credit agreement and the loan is successfully disbursed
  - 1.2.4. It must be your friend or family members' first loan application i.e. the referred party must not be an existing customer of Bayport
  - 1.2.5. You are only allowed refer people known to you
  - 1.2.6. You must ensure that any information you provide is accurate, complete and current
- 1.3. All sales agents (mobile sales and call centre) are excluded from this campaign.

#### 2. The Referral fees

- 2.1. Bayport will pay you a referral fee of 3% of the disbursed value of the loan as a once-off referral fee to a maximum of R1500 per loan
- 2.2. You shall not qualify to receive a referral fee and you shall be disqualified from receiving the referral fee if:
  - 2.2.1. The person you have referred is an existing Bayport customer;
  - 2.2.2. We have received an application with the same customer details previously
- 2.3. Each referral fee is not transferrable and no substitution of a referral fee is permitted
- 2.4. Bayport is not liable for any costs incurred by a referral fee recipient in claiming or utilising the referral fee. All income or other taxes relating to the referral fee are the sole responsibility of each recipient.

#### 3. Delivery of the Referral fee

- 3.1. If you qualify for a referral fee the referral fee will be paid into the bank account, when your salary is paid
- 3.2. Each referral fee will be paid in line with payroll cut-off dates
- 3.3. Each referral fee recipient will be notified by email.
- 3.4. The referral fee will not be paid or awarded to a third party but only to the verified referral fee recipient.
- 3.5. Bayport may refuse to award a referral fee to a referral fees recipient if procedures or these T&Cs have not been adhered to or if it detects any irregularities or fraudulent practices.
- 3.6. Referral fees recipients may be requested to take part in internal communication publicity campaigns for broadcast or publishing purposes, however referral fees recipients will not be entitled to remuneration in exchange for such publicity.

**4. Additional Terms**

- 4.1. All applications for a loan are subject to Bayport's credit granting criteria (including the affordability assessment) and Bayport's right to verify all information provided by the applicant. Bayport reserves the right to grant or decline any application for a loan in its sole and absolute discretion.
- 4.2. In the event of a dispute in regard to any aspect of the Offer (including the determination of referral fee recipients) and/or the interpretation of these T&Cs, Bayport's decision will be final and binding and no correspondence will be entered into.
- 4.3. If the Offer is held to be or becomes unlawful or if Bayport is required by any legal or regulatory authority to alter any aspect of the Offer, Bayport reserves the right to suspend or terminate the Offer immediately and without notice, in which event all participants agree to waive any rights that they may have in terms of the Offer and accept that no recourse will lie against Bayport.
- 4.4. Bayport may relax a provision of these T&Cs, grant you certain indulgences or time extensions, or elect not to exercise some or all of its rights. This does not amount to a waiver or abandonment of our rights under and in terms of the T&Cs, nor does it preclude us from strictly enforcing these T&Cs or exercising its rights in the future.
- 4.5. Should any provision of these T&Cs be held to be illegal, invalid or unenforceable for any reason, such provision shall be removed from the T&Cs without affecting the remaining provisions, which shall continue to be of full force and effect.
- 4.6. This Offer and the T&Cs are governed by the law of the Republic of South Africa.